

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 46	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N65540-05-R-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN VAN GIESEN		b. TELEPHONE NUMBER (No Collect Calls) 215-897-7644		6. SOLICITATION ISSUE DATE 03-Feb-2005	
9. ISSUED BY CODE N65540  NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN VAN GIESEN 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403  TEL: 215-897-7644 FAX: 215-897-7994		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO CODE		16. ADMINISTERED BY CODE					
<b>SEE SCHEDULE</b>							
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE					
TEL. FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 46
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Overhaul FFP – Commercial Depot Level Overhaul of two U.S. Navy LM2500 Twin Shank (TST) Gas Generator Assemblies and concurrent components and accessories in accordance with Statement of Work	2.00	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TECHNICAL DATA FFP - Technical Data in accordance with DD Form 1423, Seq. Nos. A001-A005, Attachment (h)			\$	\$

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NSP

The Wage Determination No. 1994-2449 for the states of New Jersey and Pennsylvania is furnished as Attachment (i) for informational purposes. To obtain a wage determination for your location, please Email the Contract Specialist at [VanGiesenKJ@nswccd.navy.mil](mailto:VanGiesenKJ@nswccd.navy.mil).

## STATEMENT OF WORK

Commercial Depot Level Overhaul of US Navy LM2500 Twin Shank (TST) Gas Generator assemblies and concurrent components and accessories.

## 1. Scope

This specification identifies the requirements for commercial depot level overhaul of two (2) US Navy TST LM2500 gas generators, national stock number (NSN) 2S 2835-01-032-9125.

## 2. Applicable Documents

## 2.1 General

While every effort has been made to ensure the completeness of this list, document users are cautioned that they shall meet all specified requirements cited in Sections 3 and 4 of this specification, in addition to the specifications

listed in the documents listed in Section 2.2. Attachments (a) through (g) in Section 10 are provided to assist contractors preparing proposals.

## 2.2 Government Documents

### US Navy LM2500 Technical Manuals:

#### Organizational Level:

S9234-AD-MMO-070/LM2500 latest revision dtd 15 September 2003

S9234-AD-MMO-080/LM2500 latest revision dtd 15 September 2003

S9234-AD-MMO-090/LM2500 latest revision dtd 15 September 2003

#### Depot Level Maintenance:

S9234-AB-MMD-010/LM2500 latest revision dtd 30 June 1999

S9234-AB-MMD-020/LM2500 latest revision dtd 30 June 1999

S9234-AB-MMD-030/LM2500 latest revision dtd 30 June 1999

S9234-AB-MMD-040/LM2500 latest revision dtd 30 June 1999

S9234-AB-MMD-050/LM2500 latest revision dtd 30 June 1999

S9234-AB-MMD-060/LM2500 latest revision dtd 30 June 1999

If requested, the US Navy LM2500 technical manuals will be provided after contract award to the successful offeror. Application for copies of US Navy LM2500 technical manuals shall be addressed to Naval Surface Warfare Center (NSWCCD) Code 9333. The Contractor must request permission from NSWCCD Code 9333 to reproduce the manuals. Any US Navy manuals issued, and all copies made, and all printouts generated will remain the property of the US Navy.

## 2.3 Order of Precedence

In the event of a conflict between the text of this document and the references cited herein, the US Navy LM2500 technical manuals listed in Section 2.2 of this document take precedence. These manuals are as follows: Depot Level Maintenance S9234-AB-MMD-010/LM2500 through S9234-AB-MMD-060/LM2500 latest revision and Organizational Level Maintenance S9234-AD-MMO-070/LM2500 through S9234-AD-MMO-090/LM2500 latest revision.

## 3. Requirements

### 3.1 General

The contractor shall have prior experience with the overhaul of the General Electric LM2500 TST gas generator for industrial or marine customers.

The contractor shall furnish services in accordance with any written technical instructions. No verbal instructions will be accepted to the specifications set forth herein.

The contractor shall overhaul, modify, incorporate mandatory updates, maintain standard configuration integrity, assemble, test, preserve, package, document, mark and prepare for shipment the LM2500 TST gas generators in accordance with this specification.

All overhaul work performed under this specification shall be in accordance with the current US Navy LM2500 depot level technical manuals, S9234-AB-MMD-010 through S9234-AB-MMD-060 latest revision, as applicable for the articles under overhaul. Any and all deviations from these technical manuals must be approved, in writing, by the cognizant technical representative and the Contracting Officer at NSWCCD prior to implementation.

All overhaul work performed under this specification shall be for articles to be modified to standard configuration, overhauled and delivered Ready For Issue (RFI) to the fleet. All parts shall be cleaned in accordance with procedures

outlined in US Navy LM2500 depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 3 or US Navy approved equivalent standard commercial procedures. The overhauled LM2500 TST gas generators shall be free of all corrosion when delivered to the US Navy.

If, after contract award, the contractor proposes to use repair procedures (which are not specifically allowable under the current Statement of Work) to complete the engine overhaul, the contractor must request approval from the Contracting Officer to use any alternate repair procedures. If the Contracting Officer approves any alternate repair procedures, the contract price shall be negotiated downward to reflect the cost savings obtained from the alternate repair process(es).

In addition to NSN and part number (PN) markings contained herein, overhauled units shall be marked, in accordance with standard commercial practice, with the delivery order number and date of overhaul.

### 3.2 Tooling

The contractor shall possess all supplies and materials necessary to accomplish the overhaul of the US Navy LM2500 TST gas generator assemblies, including accessories. At the time of proposal submission, all contractors shall possess a minimum of 90% of the total number, and 95% of the total dollar value, of all required tooling and machinery necessary to perform an overhaul of an LM2500 TST gas generator. Subcontractor tooling and the amount of subcontractor tooling will be utilized to determine whether a contractor possesses the minimum of 90% of the total number, and 95% of the total dollar value, of all required tooling and machinery necessary to perform an overhaul of an LM2500 TST gas generator. The US Navy shall not provide nor be responsible for any special support equipment, tooling, or machinery used for the overhaul of US Navy LM2500 TST gas generators. A list of Special Support Equipment and tooling required to perform an overhaul of an LM2500 TST gas generator and its accessories is contained in US Navy depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 2. This list outlines the minimum required equipment needed to perform an overhaul of an LM2500 TST gas generator. Offerors may propose to use LM2500 TST gas generator special support equipment, tooling, and associated machinery in excess of what is required in US Navy technical manual S9234-AB-MMD-010/LM2500 Chapter 2, that enhances the offerors ability to perform an LM2500 overhaul.

### 3.3 Test Cell

The contractor shall, at a minimum, have an operational test cell and overhaul facility. The contractor's gas turbine test cell facility shall, at a minimum, be in the thirty thousand (30,000) pound thrust class. The contractor shall test for both proper function and performance throughout the entire range of operation from start through the full power rating. The contractor shall be fully capable of performing the following: functional testing of the gas generator including vibration, starting, restarting, and acceleration. Expected performance guidelines are outlined in Section 4.1. Procedures, testing points, instrumentation, and the instrumentation ranges and tolerances required to measure function and performance are specified in the US Navy LM2500 depot level technical manual S9234-AB-MMD-030/LM2500 latest revision, Section 13.2.

In the event of a failure in the testing, additional tests shall be performed to ensure that the mechanical deficiency was corrected by the maintenance performed, however, the complete testing of the gas generator shall be performed in conjunction to these additional tests.

All accessories shall be tested individually in accordance with the testing procedures outlined in the most recent version of the US Navy LM2500 depot level technical manuals. Copies of the accessories test reports shall be provided to NSWCCD Code 9333. The contractor's ability to demonstrate the compilation of gas generator rebuild information in a gas generator overhaul report shall be evaluated in accordance with Section 11 of this solicitation.

The fuel used during testing of the gas generators shall be either JP-5, Jet A1, JP-8, Jet A or marine diesel oil. The gas generators shall be the standard US Navy configuration once the overhaul is completed and the gas generators are shipped back to the US Navy.

The test cell shall, at a minimum, have the instrumentation requirements to meet or exceed the associated ranges and tolerances specified in Table 13-1.2 of the US Navy depot level technical manual S9234-AB-MMD-030/LM2500 latest revision.

The contractor shall provide as part of their testing proposal documentation to state if the US Navy LM2500 gas generators will be tested with slave accessories.

### 3.4 Material

The contractor shall supply and only use US Navy approved parts in the overhaul of US Navy LM2500 TST gas generators. All approved parts for use in US Navy LM2500 TST gas generator are listed in the US Navy LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070/LM2500 through S9234-AD-MMO-090/LM2500 latest revision. The use of aftermarket parts is not permitted.

All US Navy material shall be stored indoors in a separate secured area. The contractor shall be responsible for the security of any US Navy assets while the assets are at the contractor's facility until the time that the asset(s) is (are) delivered to a US Navy facility.

#### 3.4.1 US Navy Furnished Gas Turbine Upgrade Kits

The US Navy will provide the contractor with selected US Navy LM2500 gas turbine upgrade kits. These kits will be provided at no expense to the contractor. All available US Navy LM2500 gas turbine upgrade kits are listed in Tables 1 and 2.

The upgrade kits listed in Table 1 are required as needed based on the teardown and inspection of the engine. The upgrade kits listed in Table 2 are mandatory to be installed.

Kit Number	Description	GTC #
9012LKA117496TU	Replacement of Fuel Pump Strainer Element	12
9013LKA117701TU	HPT Stg 2 Nozzle Assy & Turbine Midframe Assy	13
9017LKA117997TU	CDP Rotating Air Seal	17
9019LKA118189TU	Compressor Rotor Assembly	19
9019LKA218190TU	Compressor Rotor Assembly Kit 2	19
9021LKA718201TU	High Pressure Turbine Rotor Kit	21
9023LKA119112TU	Installation of Compressor Rotor Assy. Stage 1 Blades with Carboly Wear Pads	23
9024LKA119233TU	Electrical Connector Sealing Improvement	24
9026LKA222582TU	Compressor Stg 3-6 VSV Bushing Improvement	26
9028LKA120165TU	No. 5 & 6 Bearing Heat Shields & Thermal Blankets	28
9029LKA120257TU	HPT Rotor Hook Bolt	29
9031LKA120259TU	AFT Thermocouple Lead	31
9033LKA120426TU	Internal Components-Main Fuel	33
9034LKA120432TU	Cooling & Vent Seal Tube Brackets	34
9036LKA120435TU	VSV IGV Stg 1 & 2 Inner Bushing Improvement	36
9045LKA121637TU	Main Fuel Pump, Plug Seating	45

9051LKA121788TU	Deletion Of C- And D- Sump Lube System Check	51
9052LKA121789TU	Redesign Of The PT5.4 Pressure Sensing System	52
9053LKA121790TU	Replacement Of A- And B- Sumps Ejector Nozzle	53
9044LKA121636TU	Major Update to MFC	54
9055LKA122651TU	Starter Upgrade New Shaft Seal	55
9056LKA123082TU	Compressor Rotor Stability Improvement	56
9057LKA123363TU	Deletion Of Pilot Pressure Relief Valve	57
9064LKA224018TU	Improved LPT Interstage Seal Bolting	64
9064LKA124017TU	Improved LPT Interstage Seal Bolting	64
9066LKA124869TU	MFC Control Meter Vlv. / T2 Servo Sleeve	66
9091LKA129427TU	Elimination Of Aerodynamic Instability	91

Kit Number	Description	GTB #
N/A	Inspection of First Stage Compressor Blade Carboloy Pads	22

Table 1: LM2500 Gas Turbine Upgrade Kits

GTC/GTB/AYC	Issue Date	Subject	Kits/Part Number
GTC 75	6/13/2002	Installation of Redesigned VSV Stage 5 and 6 Vane Arms	No Kit Available
GTC 77R1	2/10/92 (Issued) 7/15/96 (Latest Revision)	Accelerometer Vibration Sensing System Mod on DD-963, DD-993, CG-47 and DDG-51 Class Ships	9077LKA228126TU
GTC 78R1	6/11/2004	Compressor Variable Stator Improvements	No Kit Available
GTC 79R2A	1/2/96 (Issued) 11/13/02 (Latest Amendment)	Addition of a Vibration Dampening Bracket and Clamp on "C" Sump Lube Supply Line (TST)	9079LKA125702TU
GTC 83R1	10/18/2001	Installation of New Lube and Scavenge Pump	9083LKA127123TU 9083LKA227124TU
GTC 84R2AB	7/27/92 (Issued) 3/23/94 (Latest Amendment)	Provide Improved Fuel Manifold That Incorporates Flexible Hoses	9084LKA127463TU
GTC 89	8/10/1994	Coast Metal 64 Hardcoat TMF For Wear Protection	N/A
GTC 91/92 PT II	6/5/1996	VSV Rerig by Installation of Modified Bell Crank	9091LKA129427TU
GTC 95	5/7/2001	Improved LM2500 PLA	9095LKA129853TU

GTC 95AA	4/6/2002	Cadmium Free PLA Motor	N/A
GTC 96R1	8/1/2003 (Issued) 12/8/2004 (Latest Revision)	LM2500 Flexible T5.4 Thermocouple Harness	GTC96K1R0GTM
GTC 101	2/17/2004	Improved Drain System for the Fuel Shut-Off Valves (Use AYC 39R2 Parts Kit)	9039LKA128217TW
GTB 24R1AA	7/15/2002 (Latest Amendment)	Inspection/Installation of TMF Anti-Rotation Pins	135042
AYC 42	5/7/2001	PLA Connector/Cable Improvement	9042LKA129850TW

Table 2: Mandatory LM2500 Gas Turbine Upgrade Kits

### 3.5 LM2500 TST Gas Generator Minimum Work Scope

The contractor shall perform a complete teardown and inspection of the US Navy LM2500 TST gas generators including accessories. The contractor shall also visually inspect gas generator external components and visible flanges, control and accessories piping, electrical leads, clamps, brackets, nuts, bolts, etc. for damage, wear, deterioration, looseness, proper configuration, etc. All US Navy LM2500 TST gas generator components shall be inspected in accordance with inspection criteria outlined in the US Navy LM2500 depot level technical manuals. All teardown and inspection results and contractor overhaul recommendations shall be forwarded to NSWCCD Code 9333.

After completion of teardown and inspection the contractor shall hold a work scope meeting with NSWCCD Code 9333. This meeting will decide the amount of work that will be performed to return this asset to a ready for issue (RFI) status. During the work scope meeting, any unforeseen work which is over and above the minimum repair requirements of this specification will be discussed. The US Navy reserves the right to furnish replacement parts for unforeseen repairs. The US Navy also requires a proposed cost estimate for unforeseen repairs at the work scope meeting. All Over and Above repairs shall be in accordance with the procedures outlined in the US Navy LM2500 depot level technical manuals.

The US Navy LM2500 TST gas generators shall have the overhaul work identified Sections 3.5.1 through 3.6 of this specification performed during the overhaul of the US Navy LM2500 TST gas generators.

#### 3.5.1 Compressor Rotor and Stator

Disassemble, inspect, clean, and process as described below and per procedures outlined in the US Navy LM2500 depot level technical manuals.

#### COMPRESSOR ROTOR:

Steam clean compressor, disassemble, inspect and process.

Replace Stage 1 blades. Install reworked blades with new mid-span carboloy pads (Gas Turbine Change (GTC) (23R1). Map all compressor rotor balance weights in accordance with depot level technical manual.

Per US Navy LM2500 depot level technical manual:

3 - 9 spool not to exceed 10 weights.



10<sup>th</sup> stage disc not to exceed 3 weights.  
11 - 13 spool not to exceed 16 weights.  
14 - 16 spool not to exceed 12 weights.  
Complete compressor rotor not to exceed 24 total weights.

Remove all stage 2 through 16 compressor blades for inspection and processing.  
Inspect for blade platform gap. If minimum gap is exceeded, install additional wide platform blades as required to reduce gap.  
Apply new rubcoat to compressor rotor spool stages 3-9, 11-13 and 14-16. Strip old coating IAW paragraphs 8.211 and 8.226 of US Navy LM2500 depot level technical manual.

#### COMPRESSOR STATOR:

Disassemble, clean and process.  
Inspect variable stator vane (VSV) shroud per paragraph 8.179/Table 8-63 of US Navy LM2500 depot level technical manual. If GTC 36 not incorporated previously, comply.  
Apply new rubcoat to compressor stator Front and Rear cases. Strip old Rub and Bond coating IAW paragraphs 8.155 and 8.161 of US Navy LM2500 depot level technical manual.

#### 3.5.2 Compressor Rotor Repair Deviation

All serviceable stage 1 compressor blades shall be repaired and provided with a full 20 mils (+/- 1 mil) thickness carboloy wear pad. Braze shall encompass the pad 100%, there shall be no clearance between the pad and mid span shroud surface. The pad shall be masked during dovetail stripping to prevent damage to carboloy wear pad.

#### 3.5.3 Combustor

Disassemble, inspect, clean, and process.  
Remove combustor and replace hastelloy dome with HS 188 dome PN 9101M95G24 (retain the swirlers). The contractor is responsible for providing the replacement HS 188 dome. Inspect per paragraph 8.294 of US Navy LM2500 depot level technical manual.

NOTE: If incoming gas generator already has an HS 188 dome installed, replacement is not necessary.  
Remove existing HS 188 dome, inspect, clean, and process.

#### 3.5.4 Combustor Repair Deviation

All serviceable fuel nozzles require complete overhaul in accordance with US Navy LM2500 depot level technical manual. Flow and test only is not acceptable.

#### 3.5.5 High Pressure Turbine

Disassemble, inspect, clean, and process per procedures outlined in the US Navy LM2500 depot level technical manual.

Disassemble, inspect and process per paragraphs 8.372 through 8.377 of US Navy LM2500 depot level technical manual.  
Rework all nozzles.  
Rework all blades.  
Rework all shrouds.  
Comply with GTCs 13 and 29.  
Inspect the following:  
    Forward rotating air seals.  
    Coupling nut, including silver plating.

Forward shaft.  
 Stage 1 disk.  
 Stage 1 blade retainer.  
 Thermal shield.  
 Stage 2 disk.  
 Stage 2 blade retainer.  
 Rear shaft.

Remove aft shaft, pressure tube and inspect.

Remove borescope plugs inspect in accordance with US Navy LM2500 depot level technical manual, including silver replating/apply antiseize.

### 3.5.6 High Pressure Turbine Blade and Nozzle Coating Requirements

The high pressure turbine (HPT) blades and nozzles shall be coated as follows:

All serviceable Stage 1 and Stage 2 HPT blades shall be provided with Platinum Aluminide (PtAl) coating.

Complete blade repair required, mini tip repairs are not acceptable.

All serviceable Stage 1 and Stage 2 HPT nozzles shall be provided with PtAl coating.

### 3.5.7 Frames, Bearings, Seals, and Gearbox

Disassemble, inspect, clean, and process per procedures outlined in the US Navy LM2500 depot level technical manuals. In addition, the contractor shall perform the following:

Remove, clean, inspect, and preserve all gas generator main bearings per paragraph 8.43 of US Navy LM2500 depot level technical manual.

Inspect accessory gearbox mounting link and rod ends for spherical ball bearings wear, fretting, and looseness.

Replace piston rings on 4R seal with PN 9693M18P04 (Kit No. 537L180G01) rings.

Inspect compressor rear frame (CRF) internal hub and strut fillets for cracks.

Inspect compressor front frame (CFF) for corrosion and missing paint. Also check mounting bushing and inner bushing for wear. Replace oil supply tube "O" Ring, PN J221P020 per Figure 9-28, Item 3 in S9234-AB-MMD-030/LM2500.

Inspect turbine mid frame (TMF) liner for cracks and distortion.

Replace No. 5 and 6 bearing heat shields per GTC 28.

Pressure test sumps (all frames).

Replace compressor rear case (CRC) to CRF bolts with PN 9665M50P12.

Install PN 9084M64 oil inlet tube on all TMF(s) processed. (Remove and replace PN 9677M81 old style tubes.)

Inspect and test CRF oil tubes for cracks.

Disassemble to allow for inlet and accessory gearbox bearing processing.

Inspect and test speed sensor per paragraph 47.11 of US Navy LM2500 depot level technical manual.

Remove borescope plugs, inspect, apply antiseize.

Install inlet gearbox (IGB) nut, PN L16569P04 per Figure 51-41 of US Navy LM2500 organizational level technical manual.

Replace bearing, compressor air seal, per Figure 8-8 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9654M03G03 and 9654M03G06 with Teflon seal PN L44765G01.

Replace No. 3 bearing stationary oil seal, per Figure 8-16 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9654M23P03 and 9654M23P04 with Teflon seal PN L47033G02.

Replace air/oil separator, per Figure 53-2 of US Navy LM2500 organizational level technical manual, original Phenalic seals PN 9634M44P02 and 9634M44P04 with Teflon seals PN 9634M44P06 or 9634M44P07.

Dimensional inspect No. 4B stationary oil seal 9693M49P05 and re-identify per CID 609543.

Any conditions found that exceed the technical manual service limits require repair or replacement of component in accordance with the US Navy LM2500 depot level technical manuals.

### 3.5.8 Gas Generator Controls and Accessories

In addition to inspection and repair procedures outlined in the US Navy LM2500 depot level technical manuals, the contractor shall perform the following:

- Remove and inspect starter for foreign object damage. Comply with gas turbine changes to meet requirements of Section 3.6.

- Remove main fuel control and bench test per paragraph 24.2.77 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section 3.6.

- Remove fuel pump, inspect and clean (GTC 12) strainer element, modify for eductor plug unseating per GTC 45. Test per paragraph 26.14 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section 3.6.

- All serviceable fuel nozzles require complete overhaul in accordance with US Navy LM2500 depot level technical manual.

- Inspect, clean, test, or replace main fuel filter element per Chapter 27 of US Navy LM2500 depot level technical manual.

- Remove and bench test fuel shut-off valves per paragraph 29.13 of US Navy LM2500 depot level technical manual. Comply with Ancillary Equipment Change (AYC) 39.

- Remove and bench test compressor inlet temperature (CIT) sensor per paragraph 25.13 of US Navy LM2500 depot level technical manual. Comply with gas turbine changes to meet requirements of Section 3.6.

- Remove, inspect and test all electrical cables for wear of braid and interface connectors for integrity, cleanliness and seals (GTC 24).

- Inspect and test VSV feedback cable per paragraph 47.6 of US Navy LM2500 depot level technical manual.

- Inspect and repair as required and test power level angle (PLA) actuator. Comply with GTC 95AA.

- If accelerometer is determined not ready for issue, replace with new.

- Inspect PT 5.4 probes, pigtailed, and manifold per paragraph 47.7 of US Navy LM2500 depot level technical manual.

- Inspect fuel manifold for end connector cracks. Comply with GTC 84R2 if not incorporated.

- Inspect and test overspeed transducer leads per paragraph 47.18 of US Navy LM2500 depot level technical manual.

- Lube and scavenge pump – perform bench test. Repair/replace if limits are not met per Chapter 33 of US Navy LM2500 depot level technical manual. Comply with GTC 83R1.

- Pressurizing valve – perform bench test. Repair/replace if limits are not met per paragraph 28.13 of US Navy LM2500 depot level technical manual.

- Fuel filter assembly – perform bench test. Repair/replace if limits are not met per paragraph 27.12 of US Navy LM2500 depot level technical manual.

- VSV actuator – perform bench test. Repair/replace if limits are not met per paragraph 32.13 of US Navy LM2500 depot level technical manual. Comply with GTC 78R1.

- Inspect and test resistance temperature detectors (RTD) per paragraph 47.10 of US Navy LM2500 depot level technical manual.

- Inspect and test spark igniter per paragraph 47-16 of US Navy LM2500 depot level technical manual and per General Electric Service Letter No. 2500-04-01, dated 29 September 2004.

- Inspect and test ignition exciter per Chapter 39 of US Navy LM2500 depot level technical manual.

Any conditions found that exceed the technical manual service limits require repair or replacement of component in accordance with the US Navy LM2500 depot level technical manuals.

### 3.6 LM2500 TST Gas Generator Configuration

All US Navy LM2500 TST gas generator accessories shall be of the following configuration after overhaul:

Main Fuel Control (MFC)	L16716P25
Fuel Pump	9039M45P09
Lube and Scavenge Pump	L24407P07
PLA Actuator	L22263P07A
CIT Sensor	L21225P02
Starter	L34085P08

PLA actuators that are of a higher configuration (e.g. a L22263P09 PLA is higher configuration than that of a L22263P07A PLA) shall not be reconfigured to the configuration listed above. The higher configuration accessories shall be repaired in their current configuration. L22263P07A represents the minimum repair requirements. This applies to the PLA only.

All US Navy LM2500 TST gas generators shall have the mandatory Gas Turbine Technical Directives (TDs), GTBs/GTCs/AYCs, listed in Table 2 verified and incorporated as required during the overhaul. NSWCCD Code 9333 will provide the upgrade kits to the contractor to incorporate these Technical Directives at no cost to the contractor, for GTCs listed in Table 2 with the exception being GTCs 75, 78R1 and 89 for which the contractor will have to provide. To view/download individual Technical Directives, the contractor may visit the US Navy Marine Gas Turbine website at <https://mgt.navsses.navy.mil>.

In conjunction with GTC 89, GTB 24R1 shall also be incorporated. GTB 24R1 installs anti-rotation pins in the TMF to prevent a clocked liner from contacting and severing the gas generator thermocouples. The US Navy will supply the anti-rotation pins to the contractor at no cost.

US Navy gas turbine kits shall only be requested if the kit is required for the overhaul. These kits shall be used for upgrading of the gas generator and accessories only. If the gas generator being overhauled previously had one of the GTCs listed above incorporated, the kit for that GTC shall not be requested, except when kit incorporation is necessary to maintain standard configuration. Determination of what kits are needed is the responsibility of the contractor. The tables/information that outline which kits are needed for the corresponding part numbers/serial numbers are found in the GTC along with the detailed installation instructions. Information regarding which GTCs are incorporated on the gas generator that arrives at the contractor's facility is contained in the gas generator's logbook. Logbook service records shall be examined to determine the current Technical Directive Configuration, inspections, standard and mandatory configuration upgrades required.

All material required to complete the overhaul shall be identified in the Disassembly and Inspection Report (DIR), prior to the work scope meeting. The US Navy reserves the right to furnish replacement parts for unforeseen repairs. All remaining material required to complete the overhaul shall be procured by the contractor. The contractor shall only use parts identified in the LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070 through S9234-AD-MMO-090/LM2500.

The contractor shall verify and incorporate when applicable the approved US Navy LM2500 Technical Directives listed in Table 2 of this document.

### 3.7 Technical Approval

Deviations from the latest revisions of US Navy LM2500 depot level technical manuals, listed in Section 2.2 of this document, such as waivers, engineering change proposals, material substitutions, engineering directives or alternate overhaul methods, not specifically stated in these manuals shall only be permitted after processing deviations and obtaining written approval from NSWCCD Code 9333. Documentation for requesting such deviations to the US Navy technical manuals shall be an email sent to NSWCCD Code 9333 followed by a letter on company letterhead.

All processes, procedures, inspection criteria, and components used in the overhaul of US Navy LM2500 TST gas generator shall be approved by NSWCCD Code 9333 for use or implementation in the gas generator overhaul.

Approved procedures and components are listed in the US Navy LM2500 technical manuals, outlined in Section 2.2 of this document. The Navy upon written request will evaluate additional procedures and components not listed in the aforementioned technical manuals on a case-by-case basis. Commercially equivalent procedures will be considered but are not approved for use without written authorization from NSWCCD Code 9333.

### 3.8 Receipt Reporting, Test, Disassemble, Inspect, Upgrade, DIR and Analyze the LM2500 TST Gas Generator NSN 2S 2835-01-032-9125

The contractor shall store the LM2500 TST gas generators inside its nitrogen pressurized shipping containers from the time of receipt of the assets up until the induction of the gas generators for overhaul. After the gas generator overhaul and operational testing is successfully completed, the gas generator and service records shall be stored in the shipping container. At all times, before and after overhaul, when the gas generators are stored in their shipping containers, the containers shall be pressurized with nitrogen to preserve the components. Detailed instructions for the care of the US Navy gas turbine shipping container is outlined in the US Navy technical manuals S9234-AA-MMA-000/LM2500 Section 2-169 latest revision, and S9234-AB-MMD-030/LM2500 Chapter 14 latest revision.

If the shipping containers are unable to hold the nitrogen charge when the containers are received, or at any other time when the gas generators are stored in the shipping containers, the contractor shall notify NSWCCD Code 9333 within two (2) working days in accordance with Contract Data Requirement List (CDRL) Data Item No. A001 of this contract.

Within five (5) working days after receipt of the US Navy LM2500 TST gas generators, the contractor shall contact NSWCCD Code 9333, to provide the serial number of the gas generators, and physical condition of the shipping containers in accordance with CDRL Data Item No. A001 of this contract.

Within five (5) working days of container openings and receipt inspection of the US Navy LM2500 TST gas generators, the repair activity shall contact NSWCCD Code 9333 to report all parts/components that are missing, damaged or cannibalized in accordance with CDRL Data Item No. A001 of this contract.

The contractor shall disassemble, as necessary, to incorporate mandatory TDs, comply with LM2500 TST gas generator Minimum Work Scope requirements as defined in Sections 3.5 through 3.6 and maintain integrity of standard configuration.

Inspection is necessary to determine the extent of failures requiring repairs, conduct metallurgical evaluations and provide a DIR. The analysis shall result in a DIR on each US Navy LM2500 TST gas generator and concurrent parts, assemblies, or selected component items that are inducted for processing.

All inspection criterion, procedures, and modifications shall be in accordance with Sections 3.4.1, 3.5 through 3.6 and subsequently supplemented utilizing the US Navy LM2500 depot level technical manuals outlined in Section 2.2, and replacement parts in accordance with the LM2500 Illustrated Parts Breakdown S9234-AD-MMO-070 through S9234-AD-MMO-090/LM2500. Only parts listed in the Illustrated Parts Breakdown shall be used in the overhaul of US Navy LM2500 TST gas generators.

In those cases where specifications permit and it is economically feasible to do so, component parts of the gas generators shall be overhauled. "Economically Repairable End Items" are defined as end items which can be restored to a serviceable condition in accordance with the applicable requirements, and when costs of the overhaul will not exceed 75% of the US Navy stock list price specified in the contract. Whenever the contractor estimates that the total cost of overhaul of any end item received for overhaul and/or repair will exceed this limit, the contractor shall, in writing, promptly notify NSWCCD Code 9333 to that effect and shall not perform any further services on any such items except at the direction of NSWCCD Code 9333. Upon receipt by the contractor of a written determination by NSWCCD Code 9333 that a particular item cannot be overhauled, the contractor, at no additional cost to the US Navy, shall return the component to NSWCCD.

### 3.9 Delivery

Each US Navy LM2500 TST gas generator shall be overhauled, tested, documented and prepared for shipment within 125 days after induction into repair cycle. Within two (2) weeks of induction into the repair cycle of the first gas generator, the second gas generator shall be inducted into the repair cycle. The repair cycle starts when the US Navy gas generator arrives at the contractor's facility, and is completed once the US Navy borescope inspection is performed after the acceptance test run.

The contractor shall report work stoppage due to US Navy related delays to NSWCCD Code 9333 and to the Contracting Officer, within three (3) working days.

### 3.10 Engineering Change Proposals

The contractor shall incorporate approved class I Engineering Change Proposals (ECP) into items overhauled under orders under this contract if: the approved ECP states that the change is to be incorporated into the gas generator upon return to the depot and the part(s) necessary for incorporation are available; or the approved ECP replaces a part or parts with another part or parts without retrofit recommendation, and the older part(s) is (are) no longer available as government furnished equipment or contractor furnished equipment. An ECP is considered approved if block 24A of the appropriate DD Form 1692 is checked and block 24C has been signed.

A list of currently approved US Navy LM2500 ECPs is found in Table 3.

Approved ECPs/TDs promulgate modifications to improve equipment reliability and/or maintainability. The approved ECPs/TDs generate configuration changes which may add or delete parts or components. An Engineering Change Proposal – Allowance Parts List (ECP-APL) Number is provided to reflect the revised supporting parts. The TD and ECP-APL Numbers are used to track the Scheduling and accomplishments of the changes as applicable to various equipment, systems or ship. The ECP-APL Number is necessary for Configuration Status Accounting (CSA) even though the specific change may not involve a parts change; in these cases the head data for such ECP-APL will indicate that no parts are involved.

ECP Number	TD Cross Reference	Title
N-324	-	LM2500 Commonality Changes: 10.1 # 7R/7B Lube Nozzle, 10.2 #4R Heat Shield & B Sump Insulation Blankets
N-295	-	Introduction of One Half Size Shroud Support (C-Clip)
N-272	-	LM2500 "A" Sump/Inlet Gearbox Modification for Prevention of Lube Oil Leakage
N-245	-	Rear Compressor Stator Vane Locking Key Improvement - Increased Bearing Area, and Improved Outlet Guide Vane Design in Area of Locking Keys
N-238	-	Forward Compressor Stator Vane Locking Key Improvement - Increased Bearing Area.
N-226	-	Elimination of Ignition Lead Chafing
N-214	-	High Pressure Turbine Forward Shaft, And Seal Attachment Improvement
N-159	-	Alternate Source No. 5 Bearing, Utilizing an Improved Retention System Design

Table 3: Approved LM2500 ECPs

### 3.11 Gas Generator DIR and Overhaul Report

The Disassembly and Inspection Report (DIR) is the gas generator engineering analysis of the removed parts, assemblies, or components to determine the cause(s) or the symptoms which precipitate removal and of other

conditions not meeting acceptance criteria. The analysis shall result in a DIR on each TST gas generator and concurrent parts, assemblies, or selected component items that are identified for induction and processing. At a minimum the DIR reports shall contain the data elements provided in CDRL Data Item No. A002 of this contract. The DIR reports shall be submitted within forty-five (45) days after each TST gas generator induction.

The contractor shall also compile a gas generator overhaul report in the contractor's format for each gas generator. The gas generator overhaul reports shall be submitted to NSWCCD Code 9333 within sixty (60) days after completion of overhaul. At a minimum the gas generator overhaul reports shall contain the data elements provided in CDRL Data Item No. A003 of this contract.

#### 4. Testing Requirements

##### 4.1 General

After overhaul and assembly, the contractor shall test each US Navy LM2500 TST gas generator assembly in accordance with the testing and the acceptance/rejection criteria cited in the latest revision of the appropriate US Navy LM2500 depot level technical manuals. The gas generators shall be tested to ensure that they will operate properly when installed shipboard. US Navy LM2500 TST gas generators shall be tested in accordance with the testing procedures outlined in Chapter 13 of the US Navy LM2500 technical manual S9234-AB-MMD-030/LM2500 latest revision. The gas generators shall be tested and performance data corrected to the standard US Navy day, ambient temperature of 100 degrees Fahrenheit and ambient pressure of 14.7 psia. The overhauled gas generator performance data, after corrected to a 100 degree Fahrenheit day, shall meet or exceed the criteria stated in the testing section of the US Navy LM2500 depot level technical manual.

The overhauled gas generators would be expected to operate within the following performance guidelines when compared to a nominal new engine baseline as defined in the LM2500 NARF performance reduction program when performance data is corrected to the standard US Navy day, ambient temperature of 100 degrees Fahrenheit and ambient pressure of 14.7 psia, and operated at full power:

Does not exceed the "as installed" shipboard T5.4 limit of 1470 degrees Fahrenheit.

Liquid fuel flow by no more than 1% below the baseline.

Compressor efficiency by no more than 1.2% below the baseline.

The contractor shall notify NSWCCD Code 9333 fourteen (14) days prior to any gas generator testing, in order for a Government representative to be present during the testing. Data from any and all testing will be enclosed in the gas generator overhaul report produced by the contractor.

#### 5. Quality Assurance

##### 5.1 General

The offeror shall provide a commercial warranty in accordance with CDRL Data Item No. A004, which applies to the overhaul work performed under the contract.

The contractor shall maintain an internal component tracking system within their facility.

The contractor shall minimize the use of subcontractors for overhaul of major components (i.e. compressor assemblies, TMF assemblies, etc.).

The contractor shall allow for the gas generators to have a borescope inspection performed by US Navy personnel at the contractor's facility after the acceptance test is run. The gas generators shall meet or exceed all US Navy standards before acceptance. Any components that are deemed unsatisfactory by the US Navy inspectors shall be replaced before the US Navy accepts the gas generators. The rejection of components and/or the classification of

unsatisfactory will be in accordance with the criteria specified in the US Navy technical manuals listed in Section 2.2 of this document. Components that are deemed unsatisfactory shall be replaced at no additional cost to the US Navy.

At the time of the acceptance test and subsequent borescope inspections, the gas generators shall be cleaned in accordance with procedures outlined in US Navy LM2500 depot level technical manual S9234-AB-MMD-010/LM2500 Chapter 3 or US Navy approved equivalent standard commercial procedures.

## 6. Packaging and Shipping

The contractor shall be responsible for all shipping required to overhaul the US Navy LM2500 TST gas generators. The contractor shall have the LM2500 TST gas generators shipped from Philadelphia, PA to the contractor's facility. When the overhaul is complete and the contractor is ready to ship the overhauled US Navy LM2500 TST gas generators, the assets shall be stored and shipped in accordance with procedures outlined in the technical manuals cited below. The contractor shall ship the gas generators to NSWCCD (address provided in at the end of Section 6). The US Navy gas turbines shall be stored in US Navy provided reusable LM2500 shipping containers. The US Navy requires that if the US Navy LM2500 TST gas generators are in storage before the assets are shipped back to a US Navy facility, the assets shall be stored in a nitrogen pressurized US Navy shipping container, as specified in Section 3.8 of this document.

The gas generators shall only be shipped in the US Navy provided LM2500 gas generator shipping containers. Shipping shall be in a manner such that the input loads to the containers do not exceed 34.335 meters per second per second upward, 24.525 meters per second per second downward, 14.715 meters per second per second lateral, and 19.62 meters per second per second fore and aft. Shipment via highway or rail, require the utilization of a pneumatic suspension trailer or pneumatic suspension rail car.

The containers shall be inspected in accordance with technical manuals S9234-AA-MMA-000/LM2500 Section 2-169 latest revision, S9234-AB-MMD-030/LM2500 Chapter 14 latest revision. The overhaul of the containers is not specifically part of this contract. If the containers are deemed to be in need of overhaul the contractor shall contact NSWCCD Code 9333 upon receipt of the container. It should be noted that these are reusable and repairable containers. At no time shall the LM2500 gas generator shipping containers be disposed of.

In the event that the gas generators are in storage either prior or post overhaul, storage maintenance shall be performed on the gas generators in the shipping containers, to ensure container nitrogen preservation pressure charge and desiccant is not compromised. This maintenance shall be performed on a monthly basis.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/Services will be inspected/accepted at:

CLIN	FINAL INSPECTION AT	FINAL ACCEPTANCE AT
0001AA	Destination	Destination
0001AB	Destination	Destination

## SHIP TO ADDRESS:

Naval Surface Warfare Center, Carderock Division  
Code 9332, Tom Habib  
5101 South 18th Street  
Philadelphia, PA 19112-1403  
Tel: 215-897-7287



## 7. UNFORESEEN WORK

A. The Contractor shall promptly, at the time of the work scope meeting set forth in 3.5, give written notice of the unforeseen work. The unforeseen work includes only that work which is latent or differs materially from what is ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract. Any work which would have been anticipated, given a careful review of the Marine Gas Turbine Logbooks provided as Attachments (d) and (e) will not be considered unforeseen work.

B. The Contracting Officer shall investigate the unforeseen work and if conditions do differ and cause an increase or decrease in the contractor's cost of, or time required for, performing any part of the work under this contract, whether or not changed as a result of the unforeseen work, shall negotiate an equitable adjustment and the contract will be modified accordingly.

C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required.

D. No request by the Contractor for an equitable adjustment to the contract for unforeseen work shall be allowed if made after final payment under this contract has been made.

## 8. Proposal Requirements

### 8.1 Overhaul Report

The offeror shall submit, with their technical proposal, one (1) gas generator overhaul report, generated since 2002, for other LM2500 gas generator customers that addresses the contractor's ability to perform overhaul work of the LM2500 in accordance with the minimum work scope requirement identified Section 3.5.1 through 3.6 of this specification. Report should include turn around time.

### 8.2 Test Cell Operational Report

The offeror shall submit, in their testing proposal, one (1) test cell operational report, generated since 2002, for other marine or industrial LM2500 gas generator customers. Test cell performance data shall be submitted to confirm the requirement for prior experience with the overhaul of the General Electric LM2500 TST gas generator for industrial or marine customers. The report shall be generated by the test facility that is owned by the offeror and shall be the same facility that will be used to test the US Navy gas generator. Testing of the US Navy LM2500 TST gas generator shall not be subcontracted without written approval from NSWCCD Code 9333.

### 8.3 Test Cell Information

The contractor shall provide documentation to state whether or not the US Navy LM2500 gas generator will be tested with slave accessories.

### 8.4 Facility Audit

The US Navy reserves the right to conduct a facility audit on offerors found to be technically acceptable. If an audit is conducted, the following will be viewed by the Government evaluation team: LM2500 TST gas generator special support equipment and tooling, machinery required to perform an overhaul of a LM2500 TST gas generator, inspection of the internal component tracking system, the LM2500 test cell, evaluation and/or verification of the capability of meeting the upper gas generator repair requirement, bonded material evaluation, amount of US Navy approved material in stock storage facility evaluation, and maintenance plan for inspecting and preservation of the US Navy gas generator in storage.

### 8.5 Component Tracking System

The offeror shall submit with their facility capacity proposal documentation on their in house internal component tracking system for evaluation.

### 8.6 Accessory Overhaul Report

The offeror shall submit, with their facility capacity proposal, one (1) accessory overhaul report for each of the LM2500 accessories (main fuel control, starter, power lever angle actuator and lube oil pump) overhauled by the offerors facility and generated since 2002, for other LM2500 gas generator customers. These reports shall addresses the contractor's ability to perform LM2500 accessory overhaul work in accordance with the minimum work scope requirement identified Section 3.5.1 through 3.6 of this specification.

### 8.7 Subcontracting

The offeror shall submit, with their technical proposal, a list of all subcontractors they plan to utilize during performance of the contract and list which component(s) the subcontractor will be overhauling.

## 9. Attachments

- a. GGA-169 Borescope Report
- b. GGA-022 LM2500 Borescope Report
- c. FY 05 Check List
- d. GGA-169 LM2500 Gas Turbine Logbook
- e. GGA-022 LM2500 Gas Turbine Logbook
- f. GGA-169 Repair Requirements
- g. GGA-022 Repair Requirements
- h. Contract Data Requirements List (CDRL), DD Form 1423's, A001 through A004

## 10. Proposal Preparation Requirements

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as two separate documents, as follows:

Documents	Original	Copies
Solicitation/Contract/Order for Commercial Items (SF-1449)	1	3
Technical Proposal	1	3

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

### (1) SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (SF-1449)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposals. Special attention should be taken to accurately enter the prices required on Page 3, complete all Representations and Certifications in Clause 52.212-3, Offeror Representations and Certifications – Commercial Items (May 2004) and ensure that an authorized person signs the offer in Block 30b of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

## (2) TECHNICAL PROPOSAL

The offeror's proposal shall contain a Technical Proposal along with the Solicitation/Contract/Order for Commercial Items (SF-1449). The technical proposal shall not contain any cost/ pricing information. The offeror shall submit four (4) copies of the Technical Proposal. The Technical Proposal shall contain sufficient information to enable Government personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the Technical Proposal demonstrates the offeror's ability to understand and comply with the solicitation's requirements. Statements which paraphrase the specifications or attest that "standard procedures will be employed", are considered inadequate in demonstrating the offeror's actual capability of meeting the specification requirements. The Technical Proposal will be rated by the Government utilizing Technically Acceptable / Low Cost standards. As a minimum, the offeror's Technical Proposal must clearly provide the following information:

### EXECUTIVE SUMMARY

This summary shall delineate the approach taken, profile innovations, and the attendant technology, demonstrating an understanding of the scope of effort required to satisfy the requirements of the contract. An overview of the managerial and organizational approaches shall be included, noting subcontractor relationships where applicable. The offeror shall identify his past experience on Government or commercial overhaul contracts for overhauling efforts of industrial or marine LM2500 gas generators. The offeror shall cite existing contracts (including those within the past one year). The offeror must describe corporate experience that demonstrates the knowledge and capability to perform the tasks in the RFP. The executive summary shall not contain price or cost information. A copy of the offeror's forwarding letter shall be contained in this volume.

### TECHNICAL

1. The proposal shall address, as they appear in the solicitation, each requirement (paragraph) of the Statement of Work. The proposal shall demonstrate the contractor's ability to comply, referencing any data, test report documentation, etc. (references should indicate page and/or paragraph). Any referenced material shall be included as an attachment to the technical proposal. The following shall also be included in the technical proposal:

The offeror shall provide information to explain their prior experience in overhauling LM2500 gas generators for industrial or marine applications.

The offeror shall provide information to explain their facilities and capabilities to clean, inspect, and repair gas generator components in accordance with US Navy LM2500 depot level technical manual S9234-AB-MMD-010.

The offeror shall provide information to explain their ability to overhaul gas generator accessories in accordance with US Navy LM2500 depot level technical manual S9234-AB-MMD-010.

The offeror shall provide, as an attachment to their technical proposal, the commercial warranty offered by the offeror as required in Section 5.1 of the Repair Description.

The offeror shall provide, as an attachment to their technical proposal, information concerning their prior efficiency in overhauling LM2500 gas generators for industrial or marine applications.

The offeror shall provide, as an attachment to their technical proposal, the Overhaul Report as detailed below. The report shall be in the contractor's format. This report shall accompany the proposal submittal.

The offeror shall provide, as an attachment to their technical proposal, a list of all subcontractors they plan to utilize during performance of the contract and list which component(s) the subcontractors will be overhauling.

The offeror shall complete the LM2500 Commercial Overhaul Facility Capability Checklist, Attachment J.2, which lists tooling and technical capabilities performed by the offeror or its subcontractors.

### OVERHAUL REPORT

The offeror shall submit, with their technical proposal, one (1) gas generator overhaul report, generated since 2002, for other LM2500 gas generator customers that addresses the contractor's ability to perform overhaul work of the LM2500 in accordance with the minimum work scope requirement identified in Section 3.5.1 through 3.6 of this specification. Report should include turn around time.

## TESTING

Offerors shall submit, in their testing proposal, one (1) test cell operational report, generated since 2002, for other marine or industrial LM2500 gas generator customers. Test cell performance data shall be submitted to confirm the requirement for prior experience with the overhaul of the General Electric LM2500 gas generator for industrial or marine customers. The report shall be generated by the test facility that is owned by the offeror and shall be the same facility that will be used to test the US Navy gas generator. Testing of the US Navy LM2500 TST gas generator shall not be subcontracted without written approval from NSWCCD Code 9333.

Offerors shall submit one (1) Accessory Overhaul Report for each of the LM2500 accessories (main fuel control, starter, power lever angle actuator and lube oil pump) as required in Section 7.6 of the Repair Description.

Offerors shall provide documentation to state whether or not the US Navy LM2500 gas generator will be tested with slave accessories.

Offerors shall submit detailed information to explain and demonstrate their familiarity with testing and correlating the acquired testing data to the US Navy's 100 degree Fahrenheit and 14.7 psia ambient equivalent.

Offerors shall provide the part number and cold exit area measurement (inches squared) for the slave exhaust test nozzle to be used during gas generator acceptance testing.

## FACILITY CAPACITY

1. The offeror shall detail in their proposal how they can enhance the value of their proposed overhaul work on the US Navy LM2500 TST gas generator in each of the following areas:

Internal Part/Component tracking system(s) requirement of Section 5.1 of the Repair Description: The offeror shall provide information concerning the Internal Part/Component tracking system(s) they are proposing to utilize during performance of the contract.

Maintenance Plan for inspecting and recharging of US Navy LM2500 gas generator shipping/storage containers as required by Sections 3.8 and 6 of the Repair Description: The offeror shall provide information concerning the Maintenance Plan for inspecting and recharging US Navy LM2500 gas generator shipping/storage containers they are proposing to utilize during performance of the contract.

The offeror shall submit, with their facility capacity proposal, one (1) accessory overhaul report for each of the LM2500 accessories (main fuel control, starter, power lever angle actuator and lube oil pump) overhauled by the offerors facility and generated since 2002, for other LM2500 gas generator customers. These reports shall address the contractor's ability to perform LM2500 accessory overhaul work in accordance with the minimum work scope requirement identified in Section 3.5.1 through 3.6 of this specification.

2. Facility Audit: The Government reserves the right to conduct a facility audit on all offerors found to be technically acceptable. If an audit is conducted, the following will be reviewed by the Government Evaluation Team in order to evaluate the facility capability of supporting the work required under the Statement of Work of this solicitation:

Capacity Evaluation.  
 Storage Evaluation.  
 Bonded Material Evaluation.  
 Amount of US Navy approved consumable material in stock.  
 LM 2500 TST gas generator special support equipment and tooling.  
 Machinery required to perform an LM2500 TST gas generator overhaul.  
 Tooling required to perform an LM2500 TST gas generator overhaul.  
 LM2500 Test Cell.  
 Internal Part/Component tracking system within the facility.  
 Maintenance Plan for inspecting and recharging US Navy containers.  
 Maintenance Plan for inspecting and preservation of the US Navy gas generators in storage.  
 Evaluation and/or verification of the capability of meeting the upper gas generator repair requirement.

#### PAST PERFORMANCE

1. The offeror shall detail in their proposal how they can enhance the value of their unit to the Government in the following area:

- a. Past Performance: The offeror shall provide detailed information on their past performance on the overhaul and delivery of the LM2500 gas generator. The offeror shall describe its past performance on contracts for the overhaul and delivery of this item which it has held in the last three (3) years that are of similar scope, magnitude and complexity to that which is detailed in this solicitation. The offeror shall provide the following information regarding its past performance:

Contract Number(s).  
 Detailed description of the work performed.  
 Names of subcontractor(s) used, if any, and a description of the extent of work performed by the subcontractor(s).  
 Turn around time.

NOTE: The Serial Numbers of the Engines are GGA-022 and GGA-169. The GGA-022 and GGA-169 Repair Requirements and Marine Gas Turbine Logbooks are furnished as Attachments (d) and (e) to assist offerors in the preparation of a more accurate proposal. A complete engine teardown and inspection of the engines is still required to validate logbook information.

(end of clause)

#### 11. CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)

General. Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

Executive Summary  
 Technical  
 Overhaul Report  
 Testing  
 Facility Capacity  
 Past Performance

Initial Evaluation of Offers. All offers received will be evaluated by a team of Government personnel.

(c) Evaluation Approach. The following evaluation approach will be used:

(1) Technical Proposal. All evaluation factors will be reviewed and each proposal will be determined to be technically acceptable or unacceptable.

(2) Cost or Price Proposal.

(i) Cost or price will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award. Award will be made to the offeror who submits the lowest priced technically acceptable proposal.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-1	Instructions to Offerors--Commercial Items	JAN 2005

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-17	Evaluation of Foreign Currency Officers	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.217-7028	Over And Above Work	DEC 1991
252.225-7041	Correspondence in English	JUN 1997
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2003

#### CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

(Contracting Officer insert specific details)

Item No.	Quantity	Within Days after Date of Contract
0001	2	155 Days*
0002	1 Lot	IAW DD From 1423

Note: Completion of Overhaul shall be within 125 days after induction into the repair cycle in accordance with Section 3.9 of the Statement of Work.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

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Within Days

After Date

Item No. Quantity of Contract

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(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).



"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;  
☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_Black American.

\_\_\_\_Hispanic American.

\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

## Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

## Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).



\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ☐ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the

information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest

number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work for the states of Pennsylvania and New Jersey is furnished as an attachment for informational purposes. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor \_\_\_\_\_ and the \_\_\_\_\_(union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer.

Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Annette Bucci  
Code 3352, Bldg. 4  
5001 S. Broad Street  
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

[Insert one or more Internet addresses]

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>



(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (DEC 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (DEC 2004) (☐ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_ Alternate I) (MAR 2000)  
(\_\_\_\_ Alternate II) (MAR 2000) (\_\_\_\_ Alternate III (May 2002).

\_\_\_\_ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

#### CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

- (4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;
- (A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;
  - (B) The contractor's history of reasonable and cooperative behavior;
  - (C) Customer satisfaction;
  - (D) Timely award and management of subcontracts;
  - (E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.
- (5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.
- (6) *Other Areas (If applicable)*:
- (d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:
- (1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
  - (2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
  - (3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
  - (4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
  - (5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Annette Bucci  
 Code 3352, Bldg. 4  
 5001 S. Broad Street  
 Philadelphia, PA 19112-1403  
 215-897-7770

CAR-I11 GOVERNMENT FURNISHED PROPERTY FOR OTHER THAN INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
----------	----------	------

**Certain U.S. Navy LM2500 gas turbine upgrade kits listed in Tables 1 and 2 as referenced in Section 3.4.1 of the Statement of Work. Required kits and delivery schedules will be identified during work scope meeting with NSWCCD Code 9333 personnel (refer to Section 3.5 of the Statement of Work).**

(b) The property will be delivered at Government's expense at or near [ \*\* ]

\*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

CAR-I13 STANDARD COMMERCIAL WARRANTY (JAN 1992)

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \_\_\_\_ months. (Offeror is to insert number.)